

**“EXHIBIT A”**

**“EXHIBIT A”**

A-16-743149-C

## DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada

II

Case No.

(Assigned by Clerk's Office)

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): DAVID LOFTIS, an individual;	Defendant(s) (name/address/phone): CAESARS ENTERPRISE SERVICE, LLC.
	a limited liability company; EMPLOYEE(S)/AGENT(S)
	DOES I-X, inclusive; AND ROE CORPORATIONS XI-XX, inclusive;
Attorney (name/address/phone): Gabroy Law Offices 170 S Green Valley Parkway, Suite 280 Henderson, NV 89012 (702) 259-7777	Attorney (name/address/phone):

**II. Nature of Controversy** (please select the one most applicable filing type below)

## Civil Case Filing Types

Real Property	Torts	
<b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input checked="" type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate	Construction Defect & Contract	Judicial Review/Appeal
<b>Probate</b> (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <b>Estate Value</b> <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ	Other Civil Filing	
<b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant	<b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters	

Business Court filings should be filed using the Business Court civil coversheet.

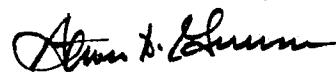
9/8/2016

Date

Signature of initiating party or representative

See other side for family-related case filings.

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CLERK OF THE COURT

1 COMP

2 GABROY LAW OFFICES  
3 Christian Gabroy (#8805)  
4 The District at Green Valley Ranch  
5 170 South Green Valley Parkway, Suite 280  
6 Henderson, Nevada 89012  
7 Tel (702) 259-7777  
8 Fax (702) 259-7704  
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10 Attorney for Plaintiff

7 DISTRICT COURT

8 EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY NEVADA

10 DAVID LOFTIS, an individual;

11 Plaintiff,

12 vs.

13 CAESARS ENTERPRISE SERVICE, LLC,  
14 a Limited Liability Company;  
15 EMPLOYEE(S)/AGENT(S) DOES I-X; and  
16 ROE CORPORATIONS XI-XX, inclusive;

17 Defendant.

A-16-743149-C

Case No.:

Dept.:

II

COMPLAINT FOR DAMAGES

DEMAND FOR JURY

17 COMES NOW Plaintiff David Loftis ("Plaintiff" or "Loftis") by and through his  
18 attorney, Christian Gabroy, Esq. of Gabroy Law Offices, and hereby alleges and  
19 complains against Caesars Enterprise Service, LLC. ("Defendant" or "Caesars") as  
20 follows:

22 JURISDICTION AND VENUE

23 1. This is a civil action for damages under state and federal laws prohibiting  
24 unlawful employment actions and to secure the protection of and to redress deprivation of  
25 rights under these laws.

26 2. Jurisdiction and venue is based upon NRS Chapter 608, NRS Chapter 613,  
27 42 U.S.C. §12101, et. seq., and 29 U.S.C. §201, et. seq. of the Fair Labor Standards Act

(“FLSA”).

3. This Court has jurisdiction over Plaintiff's FLSA claims pursuant to 29 U.S.C. §216(b) and otherwise which states in relevant part that this action may be maintained in any Federal or State court of competent jurisdiction.

4. All alleged unlawful employment actions occurred in this judicial district.

## PROCEDURAL POSTURE

5. Plaintiff has satisfied all administrative and jurisdictional requirements necessary to maintain this lawsuit. Plaintiff timely filed his charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") on or about May 3, 2016. See a true and correct copy of Plaintiff's charge of discrimination attached hereto as Exhibit I. Such allegations of Exhibit I are hereby incorporated herein.

6. On or about June 13, 2016, the EEOC mailed a Notice of Right to Sue. See a true and correct copy of the Notice of Right to Sue attached hereto as Exhibit II.

7. This lawsuit has been commenced within 90 days of receipt of the Notice of Right to Sue.

8. On or about August 26, 2016, Plaintiff mailed a five (5) day demand, pursuant to NRS §608.140 to Defendant. A true and accurate copy of such demand is hereby attached as Exhibit III. Defendant did not honor such demand within five days and the demand was withdrawn.

9. Pursuant to 29. U.S.C. §216(b), Plaintiff's notice of consent to joinder is attached hereto as Exhibit IV.

10. Plaintiff herein requests a jury on all issues triable by jury.

## **THE PARTIES**

11. At all relevant times, Plaintiff was an individual residing in this judicial district.

1       12. At all relevant times, Plaintiff was an "employee" of Defendant as that term is  
2 defined in the Americans with Disabilities Act ("ADA"), 42 U.S.C.A. § 12111, et. seq. and  
3 NRS Chapter 608, 613.

4       13. Upon information and belief, at all times relevant, Defendant was doing  
5 business in this judicial district in Clark County, Nevada.

6       14. At all times relevant, Defendant was a limited liability company listed with the  
7 Nevada Secretary of State and was Plaintiff's "employer" as that term is defined by the ADA,  
8 42 U.S.C.A § 12111, et. seq., NRS Chapters 608, 613, and § 203(d) of the FLSA.

9       15. At all times hereto, Defendant was Plaintiff's "employer" and thus subject to  
10 the FLSA, 29 U.S.C. §201, et seq. At all times hereto, Defendant had custody or control  
11 over Plaintiff and his employment, and was responsible for Plaintiff's labor and  
12 employment matters while Plaintiff was employed by Defendant at the time Plaintiff's  
13 wages were lawfully due.

14       16. At all times, Defendant was an "enterprise" as defined by Section 3(r)(1) of  
15 the FLSA, 29 U.S.C. §203(r)(1). More specifically, Defendant was an enterprise engaged  
16 in commerce or in the production of goods for commerce within the meaning of Section  
17 3(s)(1)(A) of the FLSA in that Defendant has engaged in an annual gross volume of sale  
18 made or business done that exceeds the \$500,000.00 minimum threshold requirement of  
19 the FLSA, exclusive of excise taxes.

20       17. DOE DEFENDANTS I-X, inclusive, are persons and ROE DEFENDANTS  
21 XI-XX, inclusive, are corporations or business entities (collectively referred to as  
22 "DOE/ROE DEFENDANTS"), whose true identities are unknown to Plaintiff at this time.  
23 These ROE CORPORATIONS may be parent companies, subsidiary companies, owners,  
24 predecessor or successor entities, or business advisors, de facto partners, Plaintiff's  
25  
26  
27  
28

1 employer, or joint venturers of Defendant. Individual DOE DEFENDANTS are persons  
2 acting on behalf of or at the direction of any Defendant or who may be officers,  
3 employees, or agents of Defendant and/or a ROE CORPORATION or a related business  
4 entity. These DOE/ROE DEFENDANTS were Plaintiff's employer(s) and are liable for  
5 Plaintiff's damages alleged herein for their unlawful employment actions/omissions.  
6 Plaintiff will seek leave to amend this Complaint as soon as the true identities of  
7 DOE/ROE DEFENDANTS are revealed to Plaintiff.

8

9 **FACTUAL ALLEGATIONS**

10 18. On or about January 15, 2015, Defendant offered employment to Plaintiff  
11 and Plaintiff accepted such offer.

12 19. Shortly thereafter Plaintiff commenced his employment with Defendant.

13 20. At all relevant times, Plaintiff was employed by Defendant as a "corporate  
14 investigator."

15 21. Defendant represents to the general public a "public pledge to our  
16 employees, guests, and communities that we will honor the trust they have placed in us."  
17 The pledge further states that Defendant has "[a] commitment to all our employees to  
18 treat them with respect and provide satisfying career opportunities."

19 22. Plaintiff was paid an approximate salary amount of \$4,416.67 per month, or  
20 \$53,000.00 annually. See a true and correct copy of Plaintiff's redacted paycheck  
21 attached as Exhibit V. According to Plaintiff's paycheck, Plaintiff was paid a set hourly  
22 rate and a set number of hours which were the exact same, 40 hours per week, for each  
23 week he worked despite Plaintiff customarily working more than 40 hours a week.

24 23. At all times relevant on a weekly basis, Plaintiff was paid the same amount  
25 no matter how many hours he worked.

1           24. At all times relevant, Plaintiff performed job duties as a "corporate  
2 investigator."

3           25. Plaintiff customarily worked in excess of 40 (forty) hours per week. Plaintiff  
4 was not lawfully compensated for work performed in excess of 40 (forty) hours per week.  
5 See a true and correct copy of Plaintiff's redacted paycheck attached as Exhibit V.

6           26. Plaintiff customarily worked approximately 50 (fifty) or more hours per work  
7 week.

8           27. Plaintiff routinely worked in excess of forty hours per week and in excess of  
9 eight hours a day, but Defendant did not provide Plaintiff overtime compensation for such  
10 work. For example, and on a weekly basis, Defendant failed to pay Plaintiff overtime  
11 wages for work during the two (2) weeks of October 29, 2015 to November 12, 2015  
12 during which Plaintiff worked in excess of forty hours per week. The Plaintiff worked in  
13 excess of forty hours per week but was not paid overtime compensation. See attached  
14 redacted paycheck hereto as Exhibit V.

15           28. The Defendant provided false information on at least one of Plaintiff's  
16 paychecks, reflecting Plaintiff worked only forty hours per week or 80 hours per two week  
17 pay period. The Plaintiff customarily worked in excess of forty hours per week. See  
18 attached redacted paycheck hereto as Exhibit V. According to such paycheck, Plaintiff  
19 was paid on an hourly basis and during that relevant time period, Defendant did not pay  
20 Plaintiff all his hours worked.

21           29. Plaintiff was an exemplary employee and received a strong performance  
22 review.

23           30. As a result of Plaintiff's strong performance review, Plaintiff was thereafter  
24 paid an increased salary in or around September 2015.

1       31. According to Plaintiff's paycheck dated November 19, 2015, Plaintiff had a  
2 primary job base rate of \$54,060.00. See a true and correct copy of Plaintiff's redacted  
3 paycheck attached as Exhibit V.

4       32. At all relevant times, Plaintiff suffered from End Stage Renal Disease  
5 ("ERSD"), a disability that substantially limits one or more of Plaintiff's major life activities.  
6 ESRD is permanent and is irreversible kidney damage, requiring hemodialysis or a renal  
7 transplant to maintain life.

8       33. At all relevant times, Plaintiff suffered from his disability, ESRD. Plaintiff's  
9 disability substantially limits one or more of his major life activities.

10      34. Plaintiff explained his medical condition to Defendant. Plaintiff explained to  
11 Defendant that at times due to his medical condition worsening, Plaintiff may become  
12 tired, "nod off," and/or sleep.

13      35. Defendant issued Plaintiff a disciplinary "verbal communication" regarding  
14 Plaintiff nodding off and/or sleeping due to his disability. See a true and correct copy of  
15 the Performance Documentation-Documented Coaching attached as Exhibit VI.

16      36. On or around April 2, 2015, Defendant issued further discipline against  
17 Plaintiff. On or about April 2, 2015, Defendant issued Plaintiff a "Documented Coaching"  
18 relating to Plaintiff's disability. Such documented coaching was due to Plaintiff's "sleeping"  
19 at his desk because of his disability. Such documented coaching included a statement  
20 that Plaintiff could possibly "go for a walk" to alleviate the symptoms of Plaintiff's disability.  
21 See a true and correct copy of the Performance Documentation-Documented Coaching  
22 attached as Exhibit VI.

23      37. On or around April 2, 2015, this "documented coaching" informed Plaintiff  
24 that "[f]ailure to remain alert and vigilant while on duty is unacceptable performance and  
25

1 compromises both your work and safety." See a true and correct copy of the  
2 Performance Documentation-Documented Coaching attached as Exhibit VI.

3 38. On or around April 2, 2015, this "documented coaching" issued to Plaintiff  
4 also included a written "consequence." The consequence provided, "[a]ny further  
5 incidents of this nature will result in additional progressive disciplinary action up to and  
6 including termination of your employment." See a true and correct copy of the  
7 Performance Documentation-Documented Coaching attached as Exhibit VI.

8 39. In response to the documented coaching, Plaintiff again informed  
9 Defendant, now in writing, the sleeping was "due to medication." See a true and correct  
10 copy of the Performance Documentation-Documented Coaching attached as Exhibit VI.

11 40. On or around April 16, 2015, Defendant issued Plaintiff a written warning, a  
12 formal warning, and warned Plaintiff against sleeping or "nodding off" during the course  
13 and scope of his employment. See a true and correct copy of the Performance  
14 Documentation-Written Warning attached as Exhibit VII.

15 41. On or around April 16, 2015, the written warning again informed Plaintiff  
16 "[f]ailure to remain alert and vigilant while on duty is unacceptable performance and  
17 compromises both your work and safety." See a true and correct copy of the  
18 Performance Documentation-Written Warning attached as Exhibit VII.

19 42. On or around April 16, 2015, the written warning again informed Plaintiff  
20 "[a]ny further incidents of this nature will result in additional progressive disciplinary action  
21 up to and including termination of your employment." See a true and correct copy of the  
22 Performance Documentation-Written Warning attached as Exhibit VII.

23 43. In response to the written formal warning, Plaintiff provided Defendant, in  
24 writing, that Plaintiff "[w]ill be changing prescription" in an attempt to change the behavior  
25

warned against by Defendant. See a true and correct copy of the Performance Documentation-Written Warning attached as Exhibit VII.

44. Thereafter, Plaintiff sought to change his prescription(s) and was prescribed iron to increase his levels of hemoglobin and blood count to prevent side effects and symptoms related to his disability, ESRD.

45. Thereafter, Plaintiff requested reasonable accommodations pursuant to his rights provided by the ADA. Plaintiff provided Defendant with supporting medical documents.

46. In December of 2015, Plaintiff turned in his request for accommodations to Defendant in accordance with the ADA and/or Defendant-employer guidelines, approximately one day prior to Plaintiff starting his holiday vacation.

47. Defendant had actual or constructive knowledge Plaintiff suffered from his disability, ESRD.

48. Defendant had actual or constructive knowledge Plaintiff was on medication to treat his disability ESRD

49. Defendant then informed Plaintiff no ADA accommodation(s) would be provided.

50. Defendant informed Plaintiff there would be no reasonable accommodations provided to Plaintiff.

51. Three days after Christmas, on or about December 28, 2015, after Plaintiff filed his request for accommodations, Plaintiff was terminated by Defendant.

COUNT I  
VIOLATIONS OF AMERICANS WITH DISABILITIES ACT  
42 U.S.C. § 12111, et. seq.; NRS 613.310, et seq.

52. Plaintiff hereby realleges and incorporates paragraphs 1 through 51 of this

1 Complaint as though fully set forth herein.

2       53. At all times relevant, Plaintiff was a qualified individual under the ADA in  
3 that Plaintiff was an individual with a disability, a physical impairment, that substantially  
4 limits one or more major life activities, has a record of such impairment, and/or was a  
5 person who was regarded and/or perceived as having an impairment or disability.

6       54. Plaintiff with or without reasonable accommodation could perform the  
7 essential functions of his job.

8       55. Plaintiff suffered from a physical impairment while employed by Defendant.

9       56. Defendant knew and/or were aware of Plaintiff's disability.

10       57. Defendant had actual or constructive knowledge of Plaintiff's disability.

11       58. Plaintiff was harassed and/or discriminated against, and ultimately  
12 terminated based upon his actual disability and/or his perceived disability by Defendant in  
13 violation of the ADA. Further, Defendant harassed and/or discriminated against Plaintiff  
14 on the basis of his disability or his perceived disability by failing to provide Plaintiff a  
15 reasonable accommodation and by failing to engage in the interactive process in good  
16 faith. Although Defendant could have reasonably accommodated Plaintiff in an available  
17 position in compliance with Plaintiff's work restrictions, Plaintiff was harassed, and/or  
18 discriminated against, and terminated in violation of the ADA.

19       59. Plaintiff engaged in conduct protected under the ADA.

20       60. Plaintiff was subjected to an adverse employment action after the protected  
21 conduct occurred.

22       61. There was a causal link between the protected activity and the adverse  
23 employment action.

24       62. Plaintiff's termination was a result of his protected activity.

63. The acts and/or omissions of Defendant caused Plaintiff severe economic and emotional damages.

64. The conduct of Defendant has been malicious, fraudulent or oppressive and was designed to vex, annoy, harass or humiliate Plaintiff and, thus, Plaintiff is entitled to punitive damages with respect to his claim.

65. As a result of Defendant's conduct, as set forth herein, Plaintiff has been required to retain the services of an attorney and, as a direct, natural, and foreseeable consequence thereof, has been damaged thereby, and is entitled to reasonable attorney's fees and costs.

COUNT II  
NEGIGENT HIRING, TRAINING, AND SUPERVISION

66. Plaintiff repeats and reasserts the allegations contained in Paragraphs 1 through 65 as if fully incorporated by reference herein.

67. Defendant had a duty to exercise reasonable care to protect Plaintiff from negligent and/or careless actions of their own agents, officers, employees, and others.

68. Defendant owed a duty to Plaintiff to not hire individuals with a propensity towards committing unlawful acts against Plaintiff.

69. Defendant owed a duty to Plaintiff to adequately train and supervise their employees in regards to all correct policies and procedures relating to medical leave, absence, and/or termination policies and procedures.

70. Defendant breached their duty to protect Plaintiff by failing to properly hire, train, and/or supervise their employees, whereby a reasonable person could have foreseen the injuries of the type Plaintiff suffered would likely occur under the circumstances

71. As a direct and proximate cause of the foregoing conduct, Plaintiff suffered harm including loss of income and benefits, severe emotional distress including but not

1 limited to great mental and emotional harm, anguish, anxiety, insecurity, damage to self-  
 2 esteem and self-worth, shame and humiliation, lack of appetite, and loss of sleep and/or  
 3 anxiety.

4

**COUNT III**  
**Wage Violations**  
N.R.S. 608.005, et seq.

5

72. Plaintiff hereby realleges and incorporates paragraphs 1 through 71 of this  
 8 Complaint as though fully set forth herein.

9

73. This count arises from Defendant's violation of NRS § 608.005, *et seq.* for  
 10 Defendant's failure to pay lawful wages to Plaintiff, including but not limited to paying  
 11 Plaintiff for all time worked in excess of forty (40) hours in individual work weeks.

12

74. At all material times hereto, Plaintiff was employed by Defendant as an  
 13 "employee" within the meaning NRS § 608.010. Plaintiff performed a variety of job duties  
 14 and responsibilities for Defendant within this judicial district.

16

75. At all material times hereto, Defendant was Plaintiff's "employer" per NRS §  
 17 608.011.

18

76. At all relevant times and during the course of his employment for  
 19 Defendant, Plaintiff was employed by Defendant and was not exempt from the overtime  
 20 wages provisions of NRS § 608.018.

22

77. Plaintiff was directed by Defendant to work, and/or Defendant suffered  
 23 Plaintiff to work, and Plaintiff did such work, in excess of forty (40) hours per week.

24

78. Pursuant to NRS § 608.018, Plaintiff was entitled to be compensated at a  
 25 rate of one and one-half times his regularly hourly rate of pay for all time worked in  
 26 excess of forty (40) hours in individual workweeks.

27

79. Defendant did not compensate Plaintiff at a rate of one and one-half times

1 his regular hourly rate of pay for all time worked in excess of forty (40) hours in individual  
2 workweeks. Instead, Defendant paid Plaintiff at his regular rate of pay for all hours  
3 worked, including hours worked in excess of forty (40) in individual work weeks. For  
4 example, and on a weekly basis, Defendant failed to pay Plaintiff overtime wages for  
5 work during the weeks of October 29, 2015 to November 12, 2015 during which Plaintiff  
6 worked in excess of forty hours per week. Plaintiff was paid his set salary rate for those  
7 hours worked. In violation of the law, Plaintiff worked in excess of forty hours per week  
8 but was not paid overtime compensation. See attached redacted paycheck hereto as  
9 Exhibit V.

10       80. As a result of Defendant's failure and refusal to pay lawful wages, including  
11 overtime wages, to Plaintiff for all time worked in excess of forty (40) hours per week,  
12 Defendant violated NRS Chapter 608.

13       81. Further, upon information and belief, Defendant failed to provide Plaintiff  
14 and maintain all records in accordance with NRS § 608.115 and has been damaged  
thereto.

15       82. Pursuant to NRS 608.005, 608.040 and 608.140, et. seq., the Plaintiff  
16 seeks all available damages for such unlawful payment practices.

17       83. The Defendant has failed and refused to pay the Plaintiff, a former  
18 employee of the Defendant, his earned but unpaid wages. Such conduct by the  
19 Defendant constitutes a violation of Nevada Revised Statutes § 608.020, or § 608.030,  
20 and provides the Plaintiff with a claim against Defendant for a continuation after the  
21 termination of his employment with the Defendant of his normal daily wages the  
22 Defendant would pay him, until such earned but unpaid wages are actually paid or for  
23 thirty (30) days, whichever is less, pursuant to Nevada Revised Statutes § 608.040(1).

1           84. As a direct and proximate result of Defendant's conduct described  
 2 hereinabove, Plaintiff has sustained damages in excess of Ten Thousand Dollars  
 3 (\$10,000.00).

4           85. As a result of Defendant's conduct, as set forth herein, Plaintiff has been  
 5 required to retain the services of an attorney, and, as a direct, natural, and foreseeable  
 6 consequence thereof, has been damaged thereby, and is entitled to reasonable  
 7 attorney's fees and costs.

8           86. The Defendant has acted willfully and maliciously, and with oppression,  
 9 fraud, or malice, and as a result of Defendant's wrongful conduct, Plaintiff is entitled to an  
 10 award of exemplary or punitive damages.

11

**COUNT IV**  
**VIOLATION OF THE FAIR LABOR STANDARDS ACT – WAGES**  
**29 U.S.C. §201, et. seq.**

12

13           87. Plaintiff repeats and realleges the allegations contained in the preceding  
 14 Paragraphs 1 through 86 as though fully set forth herein and incorporates the same  
 15 herein by reference.

16

17           88. This count arises from Defendant's violation of the FLSA, 29 U.S.C. §201  
 18 et. seq. for its failure to pay Plaintiff overtime compensation for each hour worked in  
 19 excess of forty hours in an individual work week.

20

21           89. Pursuant to the FLSA, Plaintiff has a right to be compensated for all  
 22 overtime work time spent at the direction of, and for the benefit of, his employer.

23

24           90. The time spent by Plaintiff working unpaid overtime is compensable work  
 25 time payable at time and a half.

26

27           91. At all material times hereto, Plaintiff was employed by Defendant as an  
 28 "employee" within the meaning of §203(e)(1) of the FLSA. Plaintiff performed a variety of

1 job duties, labor, services, and responsibilities for Defendant within this judicial district  
2 that are subject to the aforesaid provisions of the FLSA.

3 92. Plaintiff performed a variety of job duties and responsibilities such as that  
4 of a corporate investigator for Defendant within this judicial district.

5 93. Plaintiff was an employee of Defendant during the time period pertinent to  
6 this Complaint, and during a portion of the three years immediately preceding the initiation  
7 of this action.

8 94. At all material times hereto, Defendant was Plaintiff's "employer" per the  
9 FLSA, 29 U.S.C. §203(d).

10 95. At all times relevant and during the course of his employment for  
11 Defendant, Plaintiff was employed by Defendant and was not exempt from the overtime  
12 provisions of the FLSA 29 U.S.C. §207, *et. seq.*

13 96. Pursuant to 29 U.S.C. §207, Plaintiff was entitled to be compensated at a  
14 rate of one and one half times a base hourly pay rate and/or at a base minimum wage  
15 rate for each hour worked in excess of forty hours per week.

16 97. Plaintiff was directed by Defendant to work, and did such work in excess of  
17 forty hours per week.

18 98. Defendant did not compensate Plaintiff at a rate of one and one-half times  
19 his regular hourly rate of pay for all time worked in excess of forty (40) hours in individual  
20 workweeks. Instead, Defendant provided Plaintiff with a set weekly salary, including  
21 hours worked in excess of forty (40) in individual work weeks. For example, and on a  
22 weekly basis, Defendant failed to pay Plaintiff overtime wages for work during the weeks  
23 of October 29, 2015 to November 12, 2015 during which Plaintiff worked in excess of  
24 forty hours per week. Plaintiff was paid his set salary rate for those hours worked. In  
25  
26  
27  
28

violation of the law, Plaintiff worked in excess of forty hours per week but was not paid overtime compensation. See attached redacted paycheck hereto as Exhibit V.

99. Defendant's failure and refusal to pay lawful wages to Plaintiff for overtime wages owed violated the FLSA, 29 U.S.C. §207, *et. seq.*

100. Defendant willfully violated the FLSA by refusing to pay Plaintiff all lawful wages, including overtime compensation. All of the alleged various violations of the law herein were committed intentionally and/or willfully by Defendant herein.

101. Defendant is liable to Plaintiff under the FLSA for actual damages, equitable relief and any other damages awarded by this court.

102. Per the FLSA, Plaintiff seeks all available damages including but not limited to attorney's fees, liquidated damages, and all lawful wages.

103. Plaintiff seeks a judgment for unpaid overtime compensation and additional liquidated damages of one hundred percent of any unpaid overtime compensation, such sums to be determined based upon an accounting of the hours worked by, and wages actually paid to Plaintiff.

104. Plaintiff also seeks an award of attorney's fees, interest and costs as provided for by the FLSA.

COUNT V  
RETALIATION

105. Plaintiff hereby realleges and incorporates paragraphs 1 through 104 of this Complaint as though fully set forth herein.

106. The Plaintiff engaged in or was engaging in an activity protected under Federal and State law when the Plaintiff informed the Defendant of his disability, and/or requested reasonable accommodations pursuant to his rights under the ADA.

1           107. Specifically, the Plaintiff, in good faith, informed the Defendant of his  
2 disability and his need for reasonable accommodations.

3           108. Thereafter, the Plaintiff, in good faith, formally requested reasonable  
4 accommodations pursuant to his rights under the ADA.

5           109. The Defendant retaliated against the Plaintiff and subjected the Plaintiff to  
6 adverse employment actions, including a series of informal and formal warnings, and  
7 termination.

8           110. There is a temporal proximity to Plaintiff informing the Defendant of his  
9 disability and the Defendant's adverse employment actions, regarding the informal and  
10 formal warnings, and/or termination.

11           111. There is a temporal proximity in relation to Plaintiff's internal request for  
12 accommodations and the retaliation against the Plaintiff.

13           112. Defendant subjected Plaintiff to retaliatory conduct by ratifying harassment  
14 and/or discrimination against the Plaintiff with a series of informal and formal warnings,  
15 and/or termination.

16           113. These retaliatory actions were in response to Plaintiff's request for  
17 accommodations and/or the Plaintiff informing the Defendant of his disability.

18           114. The Plaintiff informed the Defendant of the disparate treatment. The  
19 Defendant took no action to investigate or promptly correct the retaliatory conduct.

20           115. Defendant's aforementioned conduct constituted retaliation and adverse  
21 employment actions.

22           116. By taking adverse actions as a result of the Plaintiff informing the  
23 Defendant of his disability, and/or the Plaintiff's request for accommodations, the  
24 Defendant engaged in a retaliatory practice with malice and/or with reckless disregard to

1 Plaintiff's protected rights. As a result, the Plaintiff has been damaged.

2       117. As a direct and proximate result of the Plaintiff informing the Defendant of  
 3 his disability and/or the Plaintiff's request for accommodations, the Plaintiff was retaliated  
 4 against and/or terminated on or about December 28, 2015, approximately one to two  
 5 weeks after the Plaintiff filed a request for accommodation.

6       118. As a result of the Defendant's conduct, as set forth herein, Plaintiff has  
 7 been required to retain the services of an attorney, and, as a direct, natural, and  
 8 foreseeable consequence thereof, has been damaged thereby, and is entitled to  
 9 reasonable attorney's fees and costs.

10     119. The conduct of Defendant has been malicious, fraudulent, or oppressive  
 11 and was designed to vex, annoy, harass, or humiliate Plaintiff. Thus, the Plaintiff is  
 12 entitled to punitive damages with respect to his claim against Defendant.

13           **WHEREFORE**, Plaintiff prays for a judgment against Defendant as follows:

- 14       A.     A judgement in the amount of one and one-half times Plaintiff's hourly  
                  wage rate for all time which Plaintiff worked in excess of forty (40) hours  
                  per week;
- 15       B.     All damages and penalties allowed under NRS 608.005 et. seq.;
- 16       C.     For general damages in excess of \$10,000.00;
- 17       D.     Liquidated damages in an amount equal to the amount of unpaid overtime  
                  compensation found due;
- 18       E.     For special damages, where applicable, in excess of \$10,000.00;
- 19       F.     For compensatory damages in excess of \$10,000.00;
- 20       G.     Prejudgment and Post-Judgement Interest;
- 21       H.     For reasonable attorney's fees and costs incurred in filing this action;

- I. For punitive damages on claims warranting such damages; and
- J. Such other and further relief as this Honorable Court deems appropriate and just.

*[Handwritten signature]*

Dated this \_\_\_\_ day of September 2016.

Respectfully submitted,

## GABROY LAW OFFICES

By: John Doe

Christian Gabroy (#8805)  
The District at Green Valley Ranch  
170 South Green Valley Parkway,  
Suite 280  
Henderson, Nevada 89012  
Tel (702) 259-7777  
Fax (702) 259-7704  
[christian@gabroy.com](mailto:christian@gabroy.com)  
*Attorney for Plaintiff*

1 IAFD  
2 Gabroy Law Offices  
3 Christian Gabroy (#8805)  
4 The District at Green Valley Ranch  
5 170 South Green Valley Parkway, Suite 280  
6 Henderson, Nevada 89012  
7 Tel (702) 259-7777  
8 Fax (702) 259-7704  
9 christian@gabroy.com  
10 Attorney for Plaintiff

11 DISTRICT COURT  
12

13 EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY NEVADA  
14

15 DAVID LOFTIS, an individual;

A-16-743149-C

16 Plaintiff,  
17 vs.  
18 CAESARS ENTERPRISE SERVICE, LLC,  
19 a Limited Liability Company;  
20 EMPLOYEE(S)/AGENT(S) DOES I-X; and  
21 ROE CORPORATIONS XI-XX, inclusive;  
22 Defendant.

19 Case No.  
20 Dept No.  
21 II

22 Initial Appearance Fee Disclosure

23 Pursuant to NRS Chapter 19, filing fees are submitted for parties appearing in the  
24 above-captioned action as indicated below:

25 David Loftis, Plaintiff \$270.00

26 TOTAL REMITTED \$270.00

27 ///

28 ///

29 ///

30 ///

31 ///

111

Dated this 8<sup>th</sup> day of September 2016.

GABROY LAW OFFICES.

By: /s/ Christian Gabroy  
Christian Gabroy (#8805)  
170 South Green Valley Parkway,  
Suite 280  
Henderson, Nevada 89012  
Tel (702) 259-7777  
Fax (702) 259-7704  
[christian@gabroy.com](mailto:christian@gabroy.com)

**GABROY LAW OFFICES**  
170 S. Green Valley Pkwy., Suite 280  
Henderson, Nevada 89012  
(702) 259-7777 FAX: (702) 259-7704

# EXHIBIT I

May 20 16 02:52p

p.8

<p>I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.</p>	<p><b>NOTARY – When necessary for State and Local Agency Requirements</b></p>
<p>I declare under penalty of perjury that the above is true and correct.</p>	<p><b>N/A</b></p>
	<p>I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.</p>
	<p><b>SIGNATURE OF COMPLAINANT</b></p>
	<p><b>N/A</b></p>
	<p><b>SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE</b></p>
	<p>(month, day, year)</p>
	<p><b>N/A</b></p>
<p><b>Date</b></p>	<p><b>Charging Party Signature</b></p>

# EXHIBIT II

Jun 22 16 04:28p

p.2

EEOC Form 161 (11/09)

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

## DISMISSAL AND NOTICE OF RIGHTS

To: David B. Loftis

[REDACTED]  
[REDACTED]

From: Las Vegas Local Office  
333 Las Vegas Blvd South  
Suite-8112  
Las Vegas, NV 89101

*On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR §1601.7(a))*

EEOC Charge No.

EEOC Representative

Telephone No.

846-2016-09664

Amy Nigro,  
Investigator

(702) 388-5099

## THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- Your allegations did not involve a disability as defined by the Americans With Disabilities Act.
- The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge
- The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- Other (briefly state)

## - NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

On behalf of the Commission

JUN 13 2016

(Date Mailed)

Enclosures(s)

Richard T. Burgamy,  
Local Office Director

cc: Jeffrey D. Winchester  
Vice President of Employment  
HARRAH'S LAS VEGAS, INC.  
c/o Caesars Entertainment Corp  
One Caesars Palace Drive  
Las Vegas, NV 89109

**NOTICE OF RIGHTS UNDER THE ADA AMENDMENTS ACT OF 2008 (ADAAA):** The ADA was amended, effective January 1, 2009, to broaden the definitions of disability to make it easier for individuals to be covered under the ADA/ADAAA. A disability is still defined as (1) a physical or mental impairment that substantially limits one or more major life activities (actual disability); (2) a record of a substantially limiting impairment; or (3) being regarded as having a disability. *However, these terms are redefined, and it is easier to be covered under the new law.*

If you plan to retain an attorney to assist you with your ADA claim, we recommend that you share this information with your attorney and suggest that he or she consult the amended regulations and appendix, and other ADA related publications, available at [http://www.eeoc.gov/laws/types/disability\\_regulations.cfm](http://www.eeoc.gov/laws/types/disability_regulations.cfm).

“Actual” disability or a “record of” a disability (note: if you are pursuing a failure to accommodate claim you must meet the standards for either “actual” or “record of” a disability):

- The limitations from the impairment no longer have to be severe or significant for the impairment to be considered substantially limiting.
- In addition to activities such as performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, thinking, concentrating, reading, bending, and communicating (more examples at 29 C.F.R. § 1630.2(i)), “major life activities” now include the operation of major bodily functions, such as: functions of the immune system, special sense organs and skin; normal cell growth; and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions; or the operation of an individual organ within a body system.
- Only one major life activity need be substantially limited.
- With the exception of ordinary eyeglasses or contact lenses, the beneficial effects of “mitigating measures” (e.g., hearing aid, prosthesis, medication, therapy, behavioral modifications) are not considered in determining if the impairment substantially limits a major life activity.
- An impairment that is “episodic” (e.g., epilepsy, depression, multiple sclerosis) or “in remission” (e.g., cancer) is a disability if it would be substantially limiting when active.
- An impairment may be substantially limiting even though it lasts or is expected to last fewer than six months.

#### “Regarded as” coverage:

- An individual can meet the definition of disability if an employment action was taken because of an actual or perceived impairment (e.g., refusal to hire, demotion, placement on involuntary leave, termination, exclusion for failure to meet a qualification standard, harassment, or denial of any other term, condition, or privilege of employment).
- “Regarded as” coverage under the ADAAA no longer requires that an impairment be substantially limiting, or that the employer perceives the impairment to be substantially limiting.
- The employer has a defense against a “regarded as” claim only when the impairment at issue is objectively BOTH transitory (lasting or expected to last six months or less) AND minor.
- A person is not able to bring a failure to accommodate claim if the individual is covered only under the “regarded as” definition of “disability.”

*Note: Although the amended ADA states that the definition of disability “shall be construed broadly” and “should not demand extensive analysis,” some courts require specificity in the complaint explaining how an impairment substantially limits a major life activity or what facts indicate the challenged employment action was because of the impairment. Beyond the initial pleading stage, some courts will require specific evidence to establish disability. For more information, consult the amended regulations and appendix, as well as explanatory publications, available at [http://www.eeoc.gov/laws/types/disability\\_regulations.cfm](http://www.eeoc.gov/laws/types/disability_regulations.cfm).*

Jun 22 16 04:28p

p.4

**INFORMATION RELATED TO FILING SUIT  
UNDER THE LAWS ENFORCED BY THE EEOC**

*(This information relates to filing suit in Federal or State court under Federal law. If you also plan to sue claiming violations of State law, please be aware that time limits and other provisions of State law may be shorter or more limited than those described below.)*

**PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA), the Genetic Information Nondiscrimination Act (GINA), or the Age Discrimination in Employment Act (ADEA):**

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge within 90 days of the date you receive this Notice. Therefore, you should keep a record of this date. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed within 90 days of the date this Notice was mailed to you (as indicated where the Notice is signed) or the date of the postmark, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

**PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):**

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment; back pay due for violations that occurred more than 2 years (3 years) before you file suit may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/08 to 12/1/08, you should file suit before 7/1/10 – not 12/1/10 – in order to recover unpaid wages due for July 2008. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA, GINA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice and within the 2- or 3-year EPA back pay recovery period.

**ATTORNEY REPRESENTATION -- Title VII, the ADA or GINA:**

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do not relieve you of the requirement to bring suit within 90 days.

**ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:**

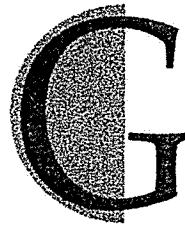
You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, please make your review request within 6 months of this Notice. (Before filing suit, any request should be made within the next 90 days.)

***IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.***

# EXHIBIT III

Christian Gabroy, Esq.<sup>\*</sup>

*\* Also admitted in Illinois*



GABROY LAW OFFICES  
The District at Green Valley Ranch  
170 S. Green Valley Pkwy, Ste. 280 | Henderson, NV 89012  
Office: (702) 259-7777 | Facsimile: (702) 259-7704

August 26, 2016

**FIVE DAY DEMAND UNDER NRS §608.140**

**VIA REGULAR MAIL**

Caesars Enterprise Services, LLC.,  
C/O CSC Services of Nevada, INC.  
2215 Renaissance Dr. Ste B  
Las Vegas, NV 89119-6727

*Re: David Loftis*

To Caesars Enterprise Services, LLC.,

Our firm has been retained to represent the interests of David Loftis.

Pursuant to NRS § 608.140, Mr. Loftis herein provides a five-day demand in the amount of \$17,153.67 (Seventeen Thousand, One Hundred and Fifty-Three Dollars and Sixty-Seven Cents). This appears to be a reduced amount. If such demand is not met within five days, Mr. Loftis will withdraw this demand without notice and pursue his remedies to the fullest extent of the law.

If you have questions or comments, feel free to contact the undersigned at any time.

I thank you.

Very Truly Yours,

GABROY LAW OFFICES

A handwritten signature of Christian J. Gabroy, Esq., consisting of a stylized 'C' and 'J' followed by a long, sweeping line.

Christian J. Gabroy, Esq.

CJG/cg

# EXHIBIT IV

Sep 02 16 03:04p

p.2

CONSENT TO JOINDER

I, DAVID B. Lofitis, by signing below, hereby consent to join this case as a Plaintiff pursuant to 29. U.S.C. 216(b).

D. B. Lofitis  
Signature

As Represented By:  
Gabroy Law Offices  
170 South Green Valley Parkway, Suite 280  
Henderson, NV 89012

1 of 1

# EXHIBIT V

DAVID B LOFTIS		EMPLOYER:CES PROPERTY:9CR	EE NO: 800558199 DEPT NO: 05510					
BULLETIN BOARD								
<b>SPECIAL INFORMATION</b> PTO/VAC TAKEN PAY PD 16.00 TAX STATUS: S CHECK NO: 11158851 PTO/VAC AVAILABLE 52.00 EXEMPTIONS: FED: 00 STATE: 00 PERIOD ENDING: 11/12/2015 PTO/VAC TAKEN YTD 24.00 STATE CODE: NV PAY FREQUENCY: B CA SICK ADD'L W/H: 50.00 PRIMARY JOB BASE RATE: 54060.0000								
GROSS		PRE TAX	TAXABLE WAGES	TAXES	DEDS	NET PAY		
CURRENT	2079.24	323.50	1755.74	458.43	1297.31			
Y-T-D	41760.42	3578.57	33850.51	9129.17	23703.12	5349.56		
<b>HOURS AND EARNINGS</b> CURRENT Y-T-D				<b>TAXES AND DEDUCTIONS</b> CURRENT Y-T-D				
DESCRIPTION	HOURS	RATE	EARNINGS	HOURS	EARNINGS	DESCRIPTION	AMOUNT	Y-T-D
REGULAR	64.00	25.9904	1663.39	1440.00	36809.38	FEDERAL TX	305.04	5998.15
PTO	16.00	25.9904	415.85	24.00	619.70	FICA TAXES	153.39	3131.02
BONUS					4331.34	SRPB PTAX	124.75	1524.13
						SRPS PTAX	124.75	1222.44
						LIFE INS	3.78	68.04
						DENTAL	3.00	54.00
						L TRM DISB	9.72	116.64
						MEDICAL	21.00	378.00
						WR NON-PAR	50.00	400.00
						S TRM DISB	7.34	88.08
						DIRECT DEP	1276.47	23430.36
TOTAL	80.00		2079.24	1464.00	41760.42	TOTAL	2079.24	36410.86

CAESARS ENTERPRISE SERVICE LLC  
ONE HARRAH'S COURT  
LAS VEGAS, NV 89119

NO. 11158851  
DATE 11/19/2015

AMOUNT
\$*****1276.47*

NAME DAVID B LOFTIS  
[REDACTED]  
[REDACTED]

\*\*\*\*9345

DIRECT DEPOSIT ACCOUNT

NON-NEGOTIABLE

DIRECT DEPOSIT ADVICE

# EXHIBIT VI



# Guide Me.

## Performance Documentation

Last Name:	Loftis	First Name:	David
Employee ID:	80558195	Position:	KYC Investigator
Property:	Corporate Legal	Department:	Legal Compliance
Issuing Supervisor:	Tina Robinson		

**Type of Entry:**

<input type="checkbox"/> Informational Entry	<input checked="" type="checkbox"/> Documented Coaching	<input type="checkbox"/> Suspension Pending Investigation
	<input type="checkbox"/> Written Warning	
	<input type="checkbox"/> Final Written Warning	
	<input type="checkbox"/> Separation of Employment	

**Nature of Entry:**

<input type="checkbox"/> Attendance	<input type="checkbox"/> Policy/Performance	<input type="checkbox"/> Variance
-------------------------------------	---	-----------------------------------

**Prior Documentation (Dates and Type of Entry):**

Verbal communication

**WHAT was the actual behavior observed (versus the expectation)?**

On April 2, 2015 at 3:45 pm I observed you sleeping at your desk. This is the second occurrence of this behavior.

**WHY this is important (violation of which policy, impact on Harrah's guests or team members)?**

Failure to remain alert and vigilant while on duty is unacceptable performance and compromises both your work and safety.

**HOW can the behavior be corrected to improve performance going forward?**

You will need to correct this behavior by remaining alert and vigilant while on duty. Ways to accomplish that is when you feel yourself getting sleepy you can go for a walk or break it really is an effective way to stay alert and regain focus.

**CONSEQUENCE if behavior continues:**

Any further incidents of this nature will result in additional progressive disciplinary action up to and including termination of your employment.

**Employee Comments:**

Due to medical condition



Guide Me.

Employee Signature: D. B. K Date: 2 April 15

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager Signature: Jenah Schummz Date: April 02, 15

# EXHIBIT VII



# Guide Me.

## Performance Documentation

Last Name:	<u>Loftis</u>	First Name:	<u>David</u>
Employee ID:	<u>800558199</u>	Position:	<u>KYC Investigator</u>
Property:	<u>Corporate Legal</u>	Department:	<u>Legal Compliance</u>
Issuing Supervisor:	<u>Tina Robinson</u>		

**Type of Entry:**

<input checked="" type="checkbox"/> Informational Entry	<input type="checkbox"/> Documented Coaching	<input type="checkbox"/> Suspension Pending Investigation
	<input checked="" type="checkbox"/> Written Warning	
	<input type="checkbox"/> Final Written Warning	
	<input type="checkbox"/> Separation of Employment	

**Nature of Entry:**

<input type="checkbox"/> Attendance	<input type="checkbox"/> Policy/Performance	<input type="checkbox"/> Variance
-------------------------------------	---	-----------------------------------

**Prior Documentation (Dates and Type of Entry):**

Verbal communication

04/02/2016- Documented Coaching

**WHAT was the actual behavior observed (versus the expectation)?**

On April 16, 2015 at 3:59 pm I observed you sleeping at your desk and needed to wake you. This is the third occurrence of this behavior.

**WHY this is important (violation of which policy, impact on Harrah's guests or team members)?**

Failure to remain alert and vigilant while on duty is unacceptable performance and compromises both your work and safety.

**HOW can the behavior be corrected to improve performance going forward?**

You will need to correct this behavior by remaining alert and vigilant while on duty. Ways to accomplish that is when you feel yourself getting sleepy you can go for a walk or break. It really is an effective way to stay alert and regain focus.

**CONSEQUENCE if behavior continues:**

Any further incidents of this nature will result in additional progressive disciplinary action up to and including termination of your employment.

**Employee Comments:**

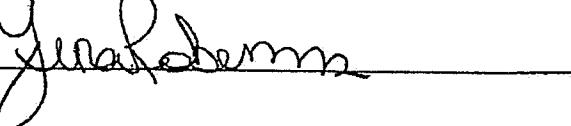
Will be changing prescription



## Guide Me.

Employee Signature:		Date:	<u>16 Apr 15</u>
---------------------	--	-------	------------------

Supervisor Signature:  Date: \_\_\_\_\_

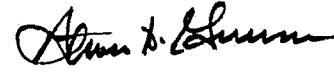
Manager Signature:  Date: April 16, 2015

**“EXHIBIT B”**

**“EXHIBIT B”**

Electronically Filed  
09/09/2016 05:09:01 PM

1 GABROY LAW OFFICES  
2 Christian Gabroy (#8805)  
3 The District at Green Valley Ranch  
4 170 South Green Valley Parkway, Suite 280  
5 Henderson, Nevada 89012  
6 Tel (702) 259-7777  
7 Fax (702) 259-7704  
8 christian@gabroy.com  
9 Attorney for Plaintiff

  
10 CLERK OF THE COURT

11 DISTRICT COURT

12 EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY NEVADA

13 DAVID LOFTIS, an individual;

14 Case No.: A-16-743149-C  
Dept.: II

15 Plaintiff,

16 vs.

17 Jury Demand

18 CAESARS ENTERPRISE SERVICES,  
19 LLC a/k/a and d/b/a CAESARS  
20 ENTERPRISE SERVICE, LLC, a  
21 Limited Liability Company;  
22 EMPLOYEE(S)/AGENT(S) DOES I-X; and  
23 ROE CORPORATIONS XI-XX, inclusive;

24 Defendant.

25 Plaintiff, David Loftis, by and through the law firm of GABROY LAW OFFICES,  
26 hereby demands a jury trial of all issues in the above-captioned matter.

27 Dated this 9th day of September 2016.

28 GABROY  OFFICES.

29 By: \_\_\_\_\_  
30 Christian Gabroy (#8805)  
31 170 South Green Valley Parkway,  
32 Suite 280  
33 Henderson, Nevada 89012  
34 Tel (702) 259-7777  
35 Fax (702) 259-7704  
36 christian@gabroy.com

**“EXHIBIT C”**

**“EXHIBIT C”**

Electronically Filed  
09/09/2016 12:29:11 PM

*Attn: D. Schum*  
CLERK OF THE COURT

1 COMP

2 GABROY LAW OFFICES  
3 Christian Gabroy (#8805)  
4 The District at Green Valley Ranch  
5 170 South Green Valley Parkway, Suite 280  
6 Henderson, Nevada 89012  
7 Tel (702) 259-7777  
8 Fax (702) 259-7704  
9 christian@gabroy.com  
10 Attorney for Plaintiff

DISTRICT COURT

EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY NEVADA

10 DAVID LOFTIS, an individual;

11 Plaintiff,

12 vs.

13 CAESARS ENTERPRISE SERVICES,  
14 LLC a/k/a and d/b/a CAESARS  
15 ENTERPRISE SERVICE, LLC, a  
16 Limited Liability Company;  
17 EMPLOYEE(S)/AGENT(S) DOES I-X; and  
18 ROE CORPORATIONS XI-XX, inclusive;

Defendant.

Case No.: A-16-743149-C  
Dept.: II

AMENDED COMPLAINT

19 COMES NOW Plaintiff David Loftis ("Plaintiff" or "Loftis") by and through his  
20 attorney, Christian Gabroy, Esq. of Gabroy Law Offices, and hereby alleges and  
21 complains against Caesars Enterprise Services, LLC. a/k/a and d/b/a Caesars Enterprise  
22 Service, LLC ("Defendant" or "Caesars") as follows:

JURISDICTION AND VENUE

23 1. This is a civil action for damages under state and federal laws prohibiting  
24 unlawful employment actions and to secure the protection of and to redress deprivation of  
25 rights under these laws.

26 2. Jurisdiction and venue is based upon NRS Chapter 608, NRS Chapter 613,

1 42 U.S.C. §12101, et. seq., and 29 U.S.C. §201, et. seq. of the Fair Labor Standards Act  
2 ("FLSA").

3 3. This Court has jurisdiction over Plaintiff's FLSA claims pursuant to 29  
4 U.S.C. §216(b) and otherwise which states in relevant part that this action may be  
5 maintained in any Federal or State court of competent jurisdiction.  
6

7 4. All alleged unlawful employment actions occurred in this judicial district.

8 **PROCEDURAL POSTURE**

9 5. Plaintiff has satisfied all administrative and jurisdictional requirements  
10 necessary to maintain this lawsuit. Plaintiff timely filed his charge of discrimination with  
11 the Equal Employment Opportunity Commission ("EEOC") on or about May 3, 2016. See  
12 a true and correct copy of Plaintiff's charge of discrimination attached hereto as Exhibit I.  
13 Such allegations of Exhibit I are hereby incorporated herein.  
14

15 6. On or about June 13, 2016, the EEOC mailed a Notice of Right to Sue. See  
16 a true and correct copy of the Notice of Right to Sue attached hereto as Exhibit II.

17 7. This lawsuit has been commenced within 90 days of receipt of the Notice of  
18 Right to Sue.  
19

20 8. On or about August 26, 2016, Plaintiff mailed a five (5) day demand,  
21 pursuant to NRS §608.140 to Defendant. A true and accurate copy of such demand is  
22 hereby attached as Exhibit III. Defendant did not honor such demand within five days and  
23 the demand was withdrawn.

24 9. Pursuant to 29. U.S.C. §216(b), Plaintiff's notice of consent to joinder is  
25 attached hereto as Exhibit IV.

26 10. Plaintiff herein requests a jury on all issues triable by jury.  
27  
28

## THE PARTIES

11. At all relevant times, Plaintiff was an individual residing in this judicial district.

12. At all relevant times, Plaintiff was an "employee" of Defendant as that term is defined in the Americans with Disabilities Act ("ADA"), 42 U.S.C.A. § 12111, et. seq. and NRS Chapter 608, 613.

13. Upon information and belief, at all times relevant, Defendant was doing business in this judicial district in Clark County, Nevada.

14. At all times relevant, Defendant was a limited liability company listed with the Nevada Secretary of State and was Plaintiff's "employer" as that term is defined by the ADA, 42 U.S.C.A § 12111, et. seq., NRS Chapters 608, 613, and § 203(d) of the FLSA.

15. At all times hereto, Defendant was Plaintiff's "employer" and thus subject to the FLSA, 29 U.S.C. §201, *et seq.* At all times hereto, Defendant had custody or control over Plaintiff and his employment, and was responsible for Plaintiff's labor and employment matters while Plaintiff was employed by Defendant at the time Plaintiff's wages were lawfully due.

16. At all times, Defendant was an "enterprise" as defined by Section 3(r)(1) of the FLSA, 29 U.S.C. §203(r)(1). More specifically, Defendant was an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1)(A) of the FLSA in that Defendant has engaged in an annual gross volume of sale made or business done that exceeds the \$500,000.00 minimum threshold requirement of the FLSA, exclusive of excise taxes.

17. DOE DEFENDANTS I-X, inclusive, are persons and ROE DEFENDANTS XI-XX, inclusive, are corporations or business entities (collectively referred to as "DOE/ROE DEFENDANTS"), whose true identities are unknown to Plaintiff at this time.

1 These ROE CORPORATIONS may be parent companies, subsidiary companies, owners,  
2 predecessor or successor entities, or business advisors, de facto partners, Plaintiff's  
3 employer, or joint venturers of Defendant. Individual DOE DEFENDANTS are persons  
4 acting on behalf of or at the direction of any Defendant or who may be officers,  
5 employees, or agents of Defendant and/or a ROE CORPORATION or a related business  
6 entity. These DOE/ROE DEFENDANTS were Plaintiff's employer(s) and are liable for  
7 Plaintiff's damages alleged herein for their unlawful employment actions/omissions.  
8 Plaintiff will seek leave to amend this Complaint as soon as the true identities of  
9 DOE/ROE DEFENDANTS are revealed to Plaintiff.

10

**FACTUAL ALLEGATIONS**

11

12 18. On or about January 15, 2015, Defendant offered employment to Plaintiff  
13 and Plaintiff accepted such offer.

14 19. Shortly thereafter Plaintiff commenced his employment with Defendant.

15 20. At all relevant times, Plaintiff was employed by Defendant as a "corporate  
16 investigator."

17 21. Defendant represents to the general public a "public pledge to our  
18 employees, guests, and communities that we will honor the trust they have placed in us."  
19 The pledge further states that Defendant has "[a] commitment to all our employees to  
20 treat them with respect and provide satisfying career opportunities."

21 22. Plaintiff was paid an approximate salary amount of \$4,416.67 per month, or  
22 \$53,000.00 annually. See a true and correct copy of Plaintiff's redacted paycheck  
23 attached as Exhibit V. According to Plaintiff's paycheck, Plaintiff was paid a set hourly  
24 rate and a set number of hours which were the exact same, 40 hours per week, for each  
25 week he worked despite Plaintiff customarily working more than 40 hours a week.

1       23. At all times relevant on a weekly basis, Plaintiff was paid the same amount  
2 no matter how many hours he worked.

3       24. At all times relevant, Plaintiff performed job duties as a "corporate  
4 investigator."

5       25. Plaintiff customarily worked in excess of 40 (forty) hours per week. Plaintiff  
6 was not lawfully compensated for work performed in excess of 40 (forty) hours per week.  
7 See a true and correct copy of Plaintiff's redacted paycheck attached as Exhibit V.

8       26. Plaintiff customarily worked approximately 50 (fifty) or more hours per work  
9 week.

10      27. Plaintiff routinely worked in excess of forty hours per week and in excess of  
11 eight hours a day, but Defendant did not provide Plaintiff overtime compensation for such  
12 work. For example, and on a weekly basis, Defendant failed to pay Plaintiff overtime  
13 wages for work during the two (2) weeks of October 29, 2015 to November 12, 2015  
14 during which Plaintiff worked in excess of forty hours per week. The Plaintiff worked in  
15 excess of forty hours per week but was not paid overtime compensation. See attached  
16 redacted paycheck hereto as Exhibit V.

17      28. The Defendant provided false information on at least one of Plaintiff's  
18 paychecks, reflecting Plaintiff worked only forty hours per week or 80 hours per two week  
19 pay period. The Plaintiff customarily worked in excess of forty hours per week. See  
20 attached redacted paycheck hereto as Exhibit V. According to such paycheck, Plaintiff  
21 was paid on an hourly basis and during that relevant time period, Defendant did not pay  
22 Plaintiff all his hours worked.

23      29. Plaintiff was an exemplary employee and received a strong performance  
24 review.

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1           30. As a result of Plaintiff's strong performance review, Plaintiff was thereafter  
2 paid an increased salary in or around September 2015.

3           31. According to Plaintiff's paycheck dated November 19, 2015, Plaintiff had a  
4 primary job base rate of \$54,060.00. See a true and correct copy of Plaintiff's redacted  
5 paycheck attached as Exhibit V.

6           32. At all relevant times, Plaintiff suffered from End Stage Renal Disease  
7 ("ERSD"), a disability that substantially limits one or more of Plaintiff's major life activities.  
8 ESRD is permanent and is irreversible kidney damage, requiring hemodialysis or a renal  
9 transplant to maintain life.

10          33. At all relevant times, Plaintiff suffered from his disability, ESRD. Plaintiff's  
11 disability substantially limits one or more of his major life activities.

12          34. Plaintiff explained his medical condition to Defendant. Plaintiff explained to  
13 Defendant that at times due to his medical condition worsening, Plaintiff may become  
14 tired, "nod off," and/or sleep.

15          35. Defendant issued Plaintiff a disciplinary "verbal communication" regarding  
16 Plaintiff nodding off and/or sleeping due to his disability. See a true and correct copy of  
17 the Performance Documentation-Documented Coaching attached as Exhibit VI.

18          36. On or around April 2, 2015, Defendant issued further discipline against  
19 Plaintiff. On or about April 2, 2015, Defendant issued Plaintiff a "Documented Coaching"  
20 relating to Plaintiff's disability. Such documented coaching was due to Plaintiff's "sleeping"  
21 at his desk because of his disability. Such documented coaching included a statement  
22 that Plaintiff could possibly "go for a walk" to alleviate the symptoms of Plaintiff's disability.  
23 See a true and correct copy of the Performance Documentation-Documented Coaching  
24 attached as Exhibit VI.

1       37. On or around April 2, 2015, this "documented coaching" informed Plaintiff  
2 that "[f]ailure to remain alert and vigilant while on duty is unacceptable performance and  
3 compromises both your work and safety." See a true and correct copy of the  
4 Performance Documentation-Documented Coaching attached as Exhibit VI.

5       38. On or around April 2, 2015, this "documented coaching" issued to Plaintiff  
6 also included a written "consequence." The consequence provided, "[a]ny further  
7 incidents of this nature will result in additional progressive disciplinary action up to and  
8 including termination of your employment." See a true and correct copy of the  
9 Performance Documentation-Documented Coaching attached as Exhibit VI.

10      39. In response to the documented coaching, Plaintiff again informed  
11 Defendant, now in writing, the sleeping was "due to medication." See a true and correct  
12 copy of the Performance Documentation-Documented Coaching attached as Exhibit VI.

13      40. On or around April 16, 2015, Defendant issued Plaintiff a written warning, a  
14 formal warning, and warned Plaintiff against sleeping or "nodding off" during the course  
15 and scope of his employment. See a true and correct copy of the Performance  
16 Documentation-Written Warning attached as Exhibit VII.

17      41. On or around April 16, 2015, the written warning again informed Plaintiff  
18 "[f]ailure to remain alert and vigilant while on duty is unacceptable performance and  
19 compromises both your work and safety." See a true and correct copy of the  
20 Performance Documentation-Written Warning attached as Exhibit VII.

21      42. On or around April 16, 2015, the written warning again informed Plaintiff  
22 "[a]ny further incidents of this nature will result in additional progressive disciplinary action  
23 up to and including termination of your employment." See a true and correct copy of the  
24 Performance Documentation-Written Warning attached as Exhibit VII.

43. In response to the written formal warning, Plaintiff provided Defendant, in writing, that Plaintiff "[w]ill be changing prescription" in an attempt to change the behavior warned against by Defendant. See a true and correct copy of the Performance Documentation-Written Warning attached as Exhibit VII.

44. Thereafter, Plaintiff sought to change his prescription(s) and was prescribed iron to increase his levels of hemoglobin and blood count to prevent side effects and symptoms related to his disability, ESRD.

45. Thereafter, Plaintiff requested reasonable accommodations pursuant to his rights provided by the ADA. Plaintiff provided Defendant with supporting medical documents.

46. In December of 2015, Plaintiff turned in his request for accommodations to Defendant in accordance with the ADA and/or Defendant-employer guidelines, approximately one day prior to Plaintiff starting his holiday vacation.

47. Defendant had actual or constructive knowledge Plaintiff suffered from his disability, ESRD.

48. Defendant had actual or constructive knowledge Plaintiff was on medication to treat his disability, ESRD.

49. Defendant then informed Plaintiff no ADA accommodation(s) would be provided.

50. Defendant informed Plaintiff there would be no reasonable accommodations provided to Plaintiff

51. Three days after Christmas, on or about December 28, 2015, after Plaintiff filed his request for accommodations, Plaintiff was terminated by Defendant.

**COUNT I**

42 U.S.C. § 12111, et. seq.; NRS 613.310, et seq.

52. Plaintiff hereby realleges and incorporates paragraphs 1 through 51 of this Complaint as though fully set forth herein.

53. At all times relevant, Plaintiff was a qualified individual under the ADA in that Plaintiff was an individual with a disability, a physical impairment, that substantially limits one or more major life activities, has a record of such impairment, and/or was a person who was regarded and/or perceived as having an impairment or disability.

54. Plaintiff with or without reasonable accommodation could perform the essential functions of his job.

55. Plaintiff suffered from a physical impairment while employed by Defendant.

56. Defendant knew and/or were aware of Plaintiff's disability.

57. Defendant had actual or constructive knowledge of Plaintiff's disability.

58. Plaintiff was harassed and/or discriminated against, and ultimately terminated based upon his actual disability and/or his perceived disability by Defendant in violation of the ADA. Further, Defendant harassed and/or discriminated against Plaintiff on the basis of his disability or his perceived disability by failing to provide Plaintiff a reasonable accommodation and by failing to engage in the interactive process in good faith. Although Defendant could have reasonably accommodated Plaintiff in an available position in compliance with Plaintiff's work restrictions, Plaintiff was harassed, and/or discriminated against, and terminated in violation of the ADA.

59. Plaintiff engaged in conduct protected under the ADA

60. Plaintiff was subjected to an adverse employment action after the protected conduct occurred.

61. There was a causal link between the protected activity and the adverse

1 employment action.

2       62. Plaintiff's termination was a result of his protected activity.

3       63. The acts and/or omissions of Defendant caused Plaintiff severe economic  
4 and emotional damages.

5       64. The conduct of Defendant has been malicious, fraudulent or oppressive  
6 and was designed to vex, annoy, harass or humiliate Plaintiff and, thus, Plaintiff is entitled  
7 to punitive damages with respect to his claim.

8       65. As a result of Defendant's conduct, as set forth herein, Plaintiff has been  
9 required to retain the services of an attorney and, as a direct, natural, and foreseeable  
10 consequence thereof, has been damaged thereby, and is entitled to reasonable attorney's  
11 fees and costs.

12

COUNT II  
NEGLIGENT HIRING, TRAINING, AND SUPERVISION

13

14       66. Plaintiff repeats and reasserts the allegations contained in Paragraphs 1  
15 through 65 as if fully incorporated by reference herein.

16       67. Defendant had a duty to exercise reasonable care to protect Plaintiff from  
17 negligent and/or careless actions of their own agents, officers, employees, and others.

18       68. Defendant owed a duty to Plaintiff to not hire individuals with a propensity  
19 towards committing unlawful acts against Plaintiff.

20       69. Defendant owed a duty to Plaintiff to adequately train and supervise their  
21 employees in regards to all correct policies and procedures relating to medical leave,  
22 absence, and/or termination policies and procedures.

23       70. Defendant breached their duty to protect Plaintiff by failing to properly hire,  
24 train, and/or supervise their employees, whereby a reasonable person could have foreseen  
25 the injuries of the type Plaintiff suffered would likely occur under the circumstances.

71. As a direct and proximate cause of the foregoing conduct, Plaintiff suffered harm including loss of income and benefits, severe emotional distress including but not limited to great mental and emotional harm, anguish, anxiety, insecurity, damage to self-esteem and self-worth, shame and humiliation, lack of appetite, and loss of sleep and/or anxiety.

COUNT III  
Wage Violations  
N.R.S. 608.005, et seq.

72. Plaintiff hereby realleges and incorporates paragraphs 1 through 71 of this Complaint as though fully set forth herein.

73. This count arises from Defendant's violation of NRS § 608.005, et seq. for Defendant's failure to pay lawful wages to Plaintiff, including but not limited to paying Plaintiff for all time worked in excess of forty (40) hours in individual work weeks.

74. At all material times hereto, Plaintiff was employed by Defendant as an "employee" within the meaning NRS § 608.010. Plaintiff performed a variety of job duties and responsibilities for Defendant within this judicial district.

75. At all material times hereto, Defendant was Plaintiff's "employer" per NRS § 608.011.

76. At all relevant times and during the course of his employment for Defendant, Plaintiff was employed by Defendant and was not exempt from the overtime wages provisions of NRS § 608.018.

77. Plaintiff was directed by Defendant to work, and/or Defendant suffered Plaintiff to work, and Plaintiff did such work, in excess of forty (40) hours per week.

78. Pursuant to NRS § 608.018, Plaintiff was entitled to be compensated at a rate of one and one-half times his regularly hourly rate of pay for all time worked in

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1 excess of forty (40) hours in individual workweeks.

2       79. Defendant did not compensate Plaintiff at a rate of one and one-half times  
3 his regular hourly rate of pay for all time worked in excess of forty (40) hours in individual  
4 workweeks. Instead, Defendant paid Plaintiff at his regular rate of pay for all hours  
5 worked, including hours worked in excess of forty (40) in individual work weeks. For  
6 example, and on a weekly basis, Defendant failed to pay Plaintiff overtime wages for  
7 work during the weeks of October 29, 2015 to November 12, 2015 during which Plaintiff  
8 worked in excess of forty hours per week. Plaintiff was paid his set salary rate for those  
9 hours worked. In violation of the law, Plaintiff worked in excess of forty hours per week  
10 but was not paid overtime compensation. See attached redacted paycheck hereto as  
11 Exhibit V.

12       80. As a result of Defendant's failure and refusal to pay lawful wages, including  
13 overtime wages, to Plaintiff for all time worked in excess of forty (40) hours per week,  
14 Defendant violated NRS Chapter 608.

15       81. Further, upon information and belief, Defendant failed to provide Plaintiff  
16 and maintain all records in accordance with NRS § 608.115 and has been damaged  
17 thereto.

18       82. Pursuant to NRS 608.005, 608.040 and 608.140, *et. seq.*, the Plaintiff  
19 seeks all available damages for such unlawful payment practices.

20       83. The Defendant has failed and refused to pay the Plaintiff, a former  
21 employee of the Defendant, his earned but unpaid wages. Such conduct by the  
22 Defendant constitutes a violation of Nevada Revised Statutes § 608.020, or § 608.030,  
23 and provides the Plaintiff with a claim against Defendant for a continuation after the  
24 termination of his employment with the Defendant of his normal daily wages the

Defendant would pay him, until such earned but unpaid wages are actually paid or for thirty (30) days, whichever is less, pursuant to Nevada Revised Statutes § 608.040(1).

84. As a direct and proximate result of Defendant's conduct described hereinabove, Plaintiff has sustained damages in excess of Ten Thousand Dollars (\$10,000.00).

85. As a result of Defendant's conduct, as set forth herein, Plaintiff has been required to retain the services of an attorney, and, as a direct, natural, and foreseeable consequence thereof, has been damaged thereby, and is entitled to reasonable attorney's fees and costs.

86. The Defendant has acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendant's wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

COUNT IV  
VIOLATION OF THE FAIR LABOR STANDARDS ACT – WAGES  
29 U.S.C. §201, et. seq.

87. Plaintiff repeats and realleges the allegations contained in the preceding Paragraphs 1 through 86 as though fully set forth herein and incorporates the same herein by reference.

88. This count arises from Defendant's violation of the FLSA, 29 U.S.C. §201 et. seq. for its failure to pay Plaintiff overtime compensation for each hour worked in excess of forty hours in an individual work week.

89. Pursuant to the FLSA, Plaintiff has a right to be compensated for all overtime work time spent at the direction of, and for the benefit of, his employer.

90. The time spent by Plaintiff working unpaid overtime is compensable work time payable at time and a half.

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(702) 259-7777 FAX: (702) 259-7704

1       91. At all material times hereto, Plaintiff was employed by Defendant as an  
2 "employee" within the meaning of §203(e)(1) of the FLSA. Plaintiff performed a variety of  
3 job duties, labor, services, and responsibilities for Defendant within this judicial district  
4 that are subject to the aforesaid provisions of the FLSA.

5       92. Plaintiff performed a variety of job duties and responsibilities such as that  
6 of a corporate investigator for Defendant within this judicial district.

7       93. Plaintiff was an employee of Defendant during the time period pertinent to  
8 this Complaint, and during a portion of the three years immediately preceding the initiation  
9 of this action.

10      94. At all material times hereto, Defendant was Plaintiff's "employer" per the  
11 FLSA, 29 U.S.C. §203(d).

12      95. At all times relevant and during the course of his employment for  
13 Defendant, Plaintiff was employed by Defendant and was not exempt from the overtime  
14 provisions of the FLSA 29 U.S.C. §207, et. seq.

15      96. Pursuant to 29 U.S.C. §207, Plaintiff was entitled to be compensated at a  
16 rate of one and one half times a base hourly pay rate and/or at a base minimum wage  
17 rate for each hour worked in excess of forty hours per week.

18      97. Plaintiff was directed by Defendant to work, and did such work in excess of  
19 forty hours per week.

20      98. Defendant did not compensate Plaintiff at a rate of one and one-half times  
21 his regular hourly rate of pay for all time worked in excess of forty (40) hours in individual  
22 workweeks. Instead, Defendant provided Plaintiff with a set weekly salary, including  
23 hours worked in excess of forty (40) in individual work weeks. For example, and on a  
24 weekly basis, Defendant failed to pay Plaintiff overtime wages for work during the weeks  
25

of October 29, 2015 to November 12, 2015 during which Plaintiff worked in excess of forty hours per week. Plaintiff was paid his set salary rate for those hours worked. In violation of the law, Plaintiff worked in excess of forty hours per week but was not paid overtime compensation. See attached redacted paycheck hereto as Exhibit V.

99. Defendant's failure and refusal to pay lawful wages to Plaintiff for overtime wages owed violated the FLSA, 29 U.S.C. §207, et. seq.

100. Defendant willfully violated the FLSA by refusing to pay Plaintiff all lawful wages, including overtime compensation. All of the alleged various violations of the law herein were committed intentionally and/or willfully by Defendant herein.

101. Defendant is liable to Plaintiff under the FLSA for actual damages, equitable relief and any other damages awarded by this court.

102. Per the FLSA, Plaintiff seeks all available damages including but not limited to attorney's fees, liquidated damages, and all lawful wages.

103. Plaintiff seeks a judgment for unpaid overtime compensation and additional liquidated damages of one hundred percent of any unpaid overtime compensation, such sums to be determined based upon an accounting of the hours worked by, and wages actually paid to Plaintiff.

104. Plaintiff also seeks an award of attorney's fees, interest and costs as provided for by the FLSA.

COUNT V  
RETALIATION

105. Plaintiff hereby realleges and incorporates paragraphs 1 through 104 of this Complaint as though fully set forth herein.

106. The Plaintiff engaged in or was engaging in an activity protected under

1 Federal and State law when the Plaintiff informed the Defendant of his disability, and/or  
2 requested reasonable accommodations pursuant to his rights under the ADA.

3       107. Specifically, the Plaintiff, in good faith, informed the Defendant of his  
4 disability and his need for reasonable accommodations.

5       108. Thereafter, the Plaintiff, in good faith, formally requested reasonable  
6 accommodations pursuant to his rights under the ADA.

7       109. The Defendant retaliated against the Plaintiff and subjected the Plaintiff to  
8 adverse employment actions, including a series of informal and formal warnings, and  
9 termination.

10      110. There is a temporal proximity to Plaintiff informing the Defendant of his  
11 disability and the Defendant's adverse employment actions, regarding the informal and  
12 formal warnings, and/or termination.

13      111. There is a temporal proximity in relation to Plaintiff's internal request for  
14 accommodations and the retaliation against the Plaintiff.

15      112. Defendant subjected Plaintiff to retaliatory conduct by ratifying harassment  
16 and/or discrimination against the Plaintiff with a series of informal and formal warnings,  
17 and/or termination.

18      113. These retaliatory actions were in response to Plaintiff's request for  
19 accommodations and/or the Plaintiff informing the Defendant of his disability.

20      114. The Plaintiff informed the Defendant of the disparate treatment. The  
21 Defendant took no action to investigate or promptly correct the retaliatory conduct.

22      115. Defendant's aforementioned conduct constituted retaliation and adverse  
23 employment actions.

24      116. By taking adverse actions as a result of the Plaintiff informing the  
25

1 Defendant of his disability, and/or the Plaintiff's request for accommodations, the  
2 Defendant engaged in a retaliatory practice with malice and/or with reckless disregard to  
3 Plaintiff's protected rights. As a result, the Plaintiff has been damaged.  
4

5       117. As a direct and proximate result of the Plaintiff informing the Defendant of  
6 his disability and/or the Plaintiff's request for accommodations, the Plaintiff was retaliated  
7 against and/or terminated on or about December 28, 2015, approximately one to two  
8 weeks after the Plaintiff filed a request for accommodation.

9       118. As a result of the Defendant's conduct, as set forth herein, Plaintiff has  
10 been required to retain the services of an attorney, and, as a direct, natural, and  
11 foreseeable consequence thereof, has been damaged thereby, and is entitled to  
12 reasonable attorney's fees and costs.  
13

14       119. The conduct of Defendant has been malicious, fraudulent, or oppressive  
15 and was designed to vex, annoy, harass, or humiliate Plaintiff. Thus, the Plaintiff is  
16 entitled to punitive damages with respect to his claim against Defendant.  
17

18       **WHEREFORE**, Plaintiff prays for a judgment against Defendant as follows:  
19

20       A. A judgement in the amount of one and one-half times Plaintiff's hourly  
21 wage rate for all time which Plaintiff worked in excess of forty (40) hours  
22 per week;  
23       B. All damages and penalties allowed under NRS 608.005 *et. seq.*;  
24       C. For general damages in excess of \$10,000.00;  
25       D. Liquidated damages in an amount equal to the amount of unpaid overtime  
26 compensation found due;  
27       E. For special damages, where applicable, in excess of \$10,000.00;  
28       F. For compensatory damages in excess of \$10,000.00;

- G. Prejudgment and Post-Judgement Interest;
- H. For reasonable attorney's fees and costs incurred in filing this action;
- I. For punitive damages on claims warranting such damages; and
- J. Such other and further relief as this Honorable Court deems appropriate and just.

Dated this 9<sup>th</sup> day of September 2016.

Respectfully submitted,

GABROY LAW OFFICES

By: 

Christian Gabroy (#8805)  
The District at Green Valley Ranch  
170 South Green Valley Parkway,  
Suite 280  
Henderson, Nevada 89012  
Tel (702) 259-7777  
Fax (702) 259-7704  
[christian@gabroy.com](mailto:christian@gabroy.com)  
*Attorney for Plaintiff*

# EXHIBIT I

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May 20 16 02:52p

p.8

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.	NOTARY - When necessary for State and Local Agency Requirements  N/A
I declare under penalty of perjury that the above is true and correct.	I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.  SIGNATURE OF COMPLAINANT  N/A
Date _____	SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)  N/A
Charging Party Signature _____	

# EXHIBIT II

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Jun 22 16 04:28p

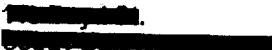
p.2

EEOC Form 161 (11/09)

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

## DISMISSAL AND NOTICE OF RIGHTS

To: David B. Loftis

From: Las Vegas Local Office  
333 Las Vegas Blvd South  
Suite-8112  
Las Vegas, NV 89101On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

846-2016-09664

Amy Nigro,  
Investigator

(702) 388-5099

## THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

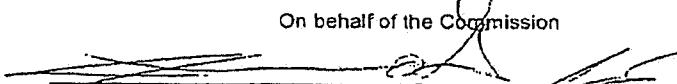
- The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- Your allegations did not involve a disability as defined by the Americans With Disabilities Act.
- The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge.
- The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- Other (briefly state)

**- NOTICE OF SUIT RIGHTS -**  
(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

On behalf of the Commission

  
 Richard T. Burgamy,  
Local Office Director

JUN 13 2016

(Date Mailed)

Enclosures(s)

CC: Jeffrey D. Winchester  
Vice President of Employment  
HARRAH'S LAS VEGAS, INC.  
c/o Caesars Entertainment Corp  
One Caesars Palace Drive  
Las Vegas, NV 89109

Jun 22 16 04:28p

p.3

**NOTICE OF RIGHTS UNDER THE ADA AMENDMENTS ACT OF 2008 (ADAAA):** The ADA was amended, effective January 1, 2009, to broaden the definitions of disability to make it easier for individuals to be covered under the ADA/ADAAA. A disability is still defined as (1) a physical or mental impairment that substantially limits one or more major life activities (actual disability); (2) a record of a substantially limiting impairment; or (3) being regarded as having a disability. *However, these terms are redefined, and it is easier to be covered under the new law.*

If you plan to retain an attorney to assist you with your ADA claim, we recommend that you share this information with your attorney and suggest that he or she consult the amended regulations and appendix, and other ADA related publications. available at [http://www.eeoc.gov/laws/types/disability\\_regulations.cfm](http://www.eeoc.gov/laws/types/disability_regulations.cfm).

“Actual” disability or a “record of” a disability (note: if you are pursuing a failure to accommodate claim you must meet the standards for either “actual” or “record of” a disability):

- The limitations from the impairment no longer have to be severe or significant for the impairment to be considered substantially limiting.
- In addition to activities such as performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, thinking, concentrating, reading, bending, and communicating (more examples at 29 C.F.R. § 1630.2(i)), “major life activities” now include the operation of major bodily functions, such as: functions of the immune system, special sense organs and skin; normal cell growth; and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions; or the operation of an individual organ within a body system.
- Only one major life activity need be substantially limited.
- With the exception of ordinary eyeglasses or contact lenses, the beneficial effects of “mitigating measures” (e.g., hearing aid, prosthesis, medication, therapy, behavioral modifications) are not considered in determining if the impairment substantially limits a major life activity.
- An impairment that is “episodic” (e.g., epilepsy, depression, multiple sclerosis) or “in remission” (e.g., cancer) is a disability if it would be substantially limiting when active.
- An impairment may be substantially limiting even though it lasts or is expected to last fewer than six months.

#### “Regarded as” coverage:

- An individual can meet the definition of disability if an employment action was taken because of an actual or perceived impairment (e.g., refusal to hire, demotion, placement on involuntary leave, termination, exclusion for failure to meet a qualification standard, harassment, or denial of any other term, condition, or privilege of employment).
- “Regarded as” coverage under the ADAAA no longer requires that an impairment be substantially limiting, or that the employer perceives the impairment to be substantially limiting.
- The employer has a defense against a “regarded as” claim only when the impairment at issue is objectively BOTH transitory (lasting or expected to last six months or less) AND minor.
- A person is not able to bring a failure to accommodate claim if the individual is covered only under the “regarded as” definition of “disability.”

*Note: Although the amended ADA states that the definition of disability “shall be construed broadly” and “should not demand extensive analysis,” some courts require specificity in the complaint explaining how an impairment substantially limits a major life activity or what facts indicate the challenged employment action was because of the impairment. Beyond the initial pleading stage, some courts will require specific evidence to establish disability. For more information, consult the amended regulations and appendix, as well as explanatory publications, available at [http://www.eeoc.gov/laws/types/disability\\_regulations.cfm](http://www.eeoc.gov/laws/types/disability_regulations.cfm).*

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p.4

**INFORMATION RELATED TO FILING SUIT  
UNDER THE LAWS ENFORCED BY THE EEOC**

*(This information relates to filing suit in Federal or State court under Federal law.  
If you also plan to sue claiming violations of State law, please be aware that time limits and other  
provisions of State law may be shorter or more limited than those described below.)*

**PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA),  
the Genetic Information Nondiscrimination Act (GINA), or the Age  
Discrimination in Employment Act (ADEA):**

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge within 90 days of the date you receive this Notice. Therefore, you should keep a record of this date. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed within 90 days of the date this Notice was mailed to you (as indicated where the Notice is signed) or the date of the postmark, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

**PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):**

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment; back pay due for violations that occurred more than 2 years (3 years) before you file suit may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/08 to 12/1/08, you should file suit before 7/1/10 – not 12/1/10 – in order to recover unpaid wages due for July 2008. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA, GINA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice and within the 2- or 3-year EPA back pay recovery period.

**ATTORNEY REPRESENTATION -- Title VII, the ADA or GINA:**

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do not relieve you of the requirement to bring suit within 90 days.

**ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:**

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, please make your review request within 6 months of this Notice. (Before filing suit, any request should be made within the next 90 days.)

***IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.***

# **EXHIBIT III**

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Christian Gabroy, Esq.\*

\*Also admitted in Illinois



GABROY LAW OFFICES  
The District at Green Valley Ranch  
170 S. Green Valley Pkwy, Ste. 280 | Henderson, NV 89012  
Office: (702) 259-7777 | Facsimile: (702) 259-7704

August 26, 2016

**FIVE DAY DEMAND UNDER NRS §608.140**

**VIA REGULAR MAIL**

Caesars Enterprise Services, LLC.,  
C/O CSC Services of Nevada, INC.  
2215 Renaissance Dr. Ste B  
Las Vegas, NV 89119-6727

*Re: David Loftis*

To Caesars Enterprise Services, LLC.,

Our firm has been retained to represent the interests of David Loftis.

Pursuant to NRS § 608.140, Mr. Loftis herein provides a five-day demand in the amount of \$17,153.67 (Seventeen Thousand, One Hundred and Fifty-Three Dollars and Sixty-Seven Cents). This appears to be a reduced amount. If such demand is not met within five days, Mr. Loftis will withdraw this demand without notice and pursue his remedies to the fullest extent of the law.

If you have questions or comments, feel free to contact the undersigned at any time.

I thank you.

Very Truly Yours,

GABROY LAW OFFICES

A handwritten signature in black ink, appearing to read "Christian J. Gabroy, Esq."

CJG/cg

# EXHIBIT IV

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p.2

CONSENT TO JOINDER

I, David B. Loftis, by signing below, hereby consent to join this case as a Plaintiff pursuant to 29. U.S.C. 216(b).

D. B. Loftis  
Signature

As Represented By:  
Gabroy Law Offices  
170 South Green Valley Parkway, Suite 280  
Henderson, NV 89012

1 of 1

# EXHIBIT V

DAVID B LOFTIS		EMPLOYER: CES PROPERTY: 9CR		EE NO: 800558199 DEPT NO: 05510					
BULLETIN BOARD									
<b>SPECIAL INFORMATION</b>									
PTO/VAC TAKEN PAY PD	16.00	TAX STATUS:	S	CHECK NO:	11158851				
PTO/VAC AVAILABLE	52.00	EXEMPTIONS:	FED: 00 STATE: 00	CHECK DATE:	11/19/2015				
PTO/VAC TAKEN YTD	24.00	STATE CODE:	NV	PERIOD ENDING:	11/12/2015				
CA SICK		ADD'L W/H:	50.00	PAY FREQUENCY:	B				
				PRIMARY JOB BASE RATE:	54060.0000				
<b>GROSS</b>	<b>PRE TAX</b>	<b>TAXABLE WAGES</b>	<b>TAXES</b>	<b>DEDS</b>	<b>NET PAY</b>				
CURRENT	2079.24	323.50	1755.74	458.43	1297.31				
Y-T-D	41760.42	3578.57	33850.51	9129.17	23703.12				
<b>HOURS AND EARNINGS</b>									
<b>CURRENT</b>				<b>TAXES AND DEDUCTIONS</b>					
DESCRIPTION	HOURS	RATE	EARNINGS	HOURS	EARNINGS	DESCRIPTION	CURRENT	AMOUNT	Y-T-D
REGULAR	64.00	25.9904	1663.39	1440.00	36809.38	FEDERAL TX	305.04	5998.18	
PTO	16.00	25.9904	415.85	24.00	619.70	FICA TAXES	153.39	3131.02	
BONUS					4331.34	SRPB PTAX	124.75	1524.11	
						SRPS PTAX	124.75	1222.44	
						LIFE INS	3.78	68.04	
						DENTAL	3.00	54.00	
						L TRM DISB	9.72	116.64	
						MEDICAL	21.00	378.00	
						WR NON-PAR	50.00	400.00	
						S TRM DISB	7.34	88.00	
						DIRECT DEP	1276.47	23430.30	
<b>TOTAL</b>	<b>80.00</b>		<b>2079.24</b>	<b>1464.00</b>		<b>TOTAL</b>			<b>36410.86</b>

**CAESARS ENTERPRISE SERVICE LLC  
ONE HARRAH'S COURT  
LAS VEGAS, NV 89119**

NO. 11158851

**NAME**

DAVID B LOFTIS

**AMOUNT**

**DIRECT DEPOSIT ACCOUNT**

• • • • 9345

## NON-NEGOTIABLE

## DIRECT DEPOSIT ADVICE

# **EXHIBIT VI**



# Guide Me.

## Performance Documentation

Last Name:	Loftis	First Name:	David
Employee ID:	80557195	Position:	KYC Investigator
Property:	Corporate Legal	Department:	Legal Compliance
Issuing Supervisor:	Tina Robinson		

**Type of Entry:**

<input type="checkbox"/> Informational Entry	<input checked="" type="checkbox"/> Documented Coaching	<input type="checkbox"/> Suspension Pending Investigation
	<input type="checkbox"/> Written Warning	
	<input type="checkbox"/> Final Written Warning	
	<input type="checkbox"/> Separation of Employment	

**Nature of Entry:**

<input type="checkbox"/> Attendance	<input type="checkbox"/> Policy/Performance	<input type="checkbox"/> Variance
-------------------------------------	---	-----------------------------------

**Prior Documentation (Dates and Type of Entry):**

Verbal communication

**WHAT was the actual behavior observed (versus the expectation)?**

On April 2, 2015 at 3:45 pm I observed you sleeping at your desk. This is the second occurrence of this behavior.

**WHY this is important (violation of which policy, impact on Harrah's guests or team members)?**

Failure to remain alert and vigilant while on duty is unacceptable performance and compromises both your work and safety.

**HOW can the behavior be corrected to improve performance going forward?**

You will need to correct this behavior by remaining alert and vigilant while on duty. Ways to accomplish that is when you feel yourself getting sleepy you can go for a walk or break it really is an effective way to stay alert and regain focus.

**CONSEQUENCE if behavior continues:**

Any further incidents of this nature will result in additional progressive disciplinary action up to and including termination of your employment.

**Employee Comments:**

Due to medication



Guide Me.

Employee Signature:

D.B. K

Date: 2 April 15

Supervisor Signature:

Jena R. Brown

Date: \_\_\_\_\_

Manager Signature:

Jena R. Brown

Date: April 02, 15

# EXHIBIT VII



# Guide Me.

## Performance Documentation

Last Name:	Loftis	First Name:	David
Employee ID:	800558199	Position:	KYC Investigator
Property:	Corporate Legal	Department:	Legal Compliance
Issuing Supervisor:	Tina Robinson		

**Type of Entry:**

Informational Entry       Documented Coaching       Suspension Pending Investigation  
 Written Warning       Final Written Warning  
 Separation of Employment

**Nature of Entry:**

Attendance       Policy/Performance       Variance

**Prior Documentation (Dates and Type of Entry):**

Verbal communication  
04/02/2016- Documented Coaching

**WHAT was the actual behavior observed (versus the expectation)?**

On April 16, 2015 at 3:59 pm I observed you sleeping at your desk and needed to wake you. This is the third occurrence of this behavior.

**WHY this is important (violation of which policy, impact on Harrah's guests or team members)?**

Failure to remain alert and vigilant while on duty is unacceptable performance and compromises both your work and safety.

**HOW can the behavior be corrected to improve performance going forward?**

You will need to correct this behavior by remaining alert and vigilant while on duty. Ways to accomplish that is when you feel yourself getting sleepy you can go for a walk or break. It really is an effective way to stay alert and regain focus.

**CONSEQUENCE if behavior continues:**

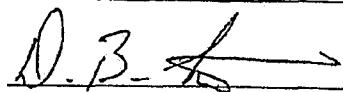
Any further incidents of this nature will result in additional progressive disciplinary action up to and including termination of your employment.

**Employee Comments:**

Will be changing prescription

# Guide Me.

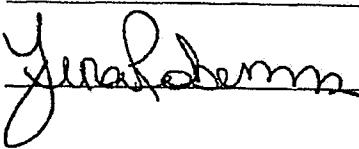
Employee Signature:



Date:

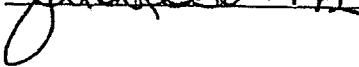


Supervisor Signature:

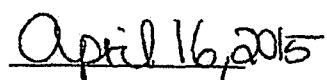


Date:

Manager Signature:



Date:



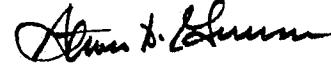
**“EXHIBIT D”**

**“EXHIBIT D”**

Electronically Filed  
10/07/2016 09:50:40 AM

1           NOTC

2           GABROY LAW OFFICES  
3           Christian Gabroy, Esq. (#8805)  
4           The District at Green Valley Ranch  
5           170 South Green Valley Parkway, Suite 280  
6           Henderson, Nevada 89012  
7           Tel (702) 259-7777  
8           Fax (702) 259-7704  
9           christian@gabroy.com  
10          *Attorney for Plaintiff*

  
CLERK OF THE COURT

7           DISTRICT COURT  
8

9           CLARK COUNTY, NEVADA

10          DAVID LOFTIS, an individual;

11          Plaintiff,

12          vs.

13          CAESARS ENTERPRISE SERVICES,  
14          LLC a/k/a and d/b/a CAESARS  
15          ENTERPRISE SERVICE, LLC, a  
16          Limited Liability Company;  
17          EMPLOYEE(S)/AGENT(S) DOES I-X;  
18          and ROE CORPORATIONS XI-XX,  
19          inclusive;

20          Defendant.

21          Case No. A-16-743149-C  
22          Dept. No. II

23          NOTICE OF AFFIDAVIT OF SERVICE

24          NOTICE OF AFFIDAVIT OF SERVICE

25          COMES NOW Plaintiff David Loftis by and through his attorney of record, Christian  
26          Gabroy, Esq. of Gabroy Law Offices, and hereby Notices the Affidavit of

27          ///

28          ///

29          ///

30          ///

1 Service Upon Defendant Caesars Enterprise Services, LLC (*see Exhibit I*).  
2  
3

4  
5 DATED this 7<sup>th</sup> day of October 2016.  
6  
7

8  
9 RESPECTFULLY SUBMITTED,  
10  
11

12 GABROY LAW OFFICES  
13  
14

15 By /s/Christian Gabroy  
16 Attorney for Plaintiff  
17 GABROY LAW OFFICES  
18 Christian Gabroy (#8805)  
19 The District at Green Valley Ranch  
20 170 South Green Valley Parkway, Suite 280  
21 Henderson, Nevada 89012  
22 Tel (702) 259-7777  
23 Fax (702) 259-7704  
24  
25  
26  
27  
28

GABROY LAW OFFICES  
170 S. Green Valley Pkwy., Suite 280  
Henderson, Nevada 89012  
(702) 259-7777 FAX: (702) 259-7704

# EXHIBIT I

AFFIDAVIT OF SERVICE

EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, STATE OF NEVADA

DAVID LOFTIS, an individual,

Plaintiff(s)

v.

CAESARS ENTERPRISE SERVICES, LLC a/k/a and  
d/b/a CAESARS ENTERPRISE SERVICE, LLC, a  
Limited Liability Company; et al.,

Defendant(s)

Case No.:A-16-743149-C  
Christian Gabroy, Esq. Bar No. 8805  
Gabroy Law Offices  
170 S. Green Valley Parkway, Suite 280  
Henderson, NV 89012  
(702) 259-7777  
Attorneys for the Plaintiff  
Client File# David Loftis

I, Judith Mae All, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons; Amended Complaint, from Gabroy Law Offices

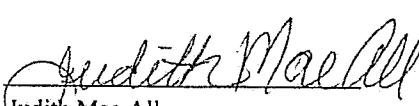
That on 9/27/2016 at 4:15 PM I served the above listed documents to Caesars Enterprise Services, LLC - c/o CSC Services of Nevada, Inc., Registered Agent by personally delivering and leaving a copy at 2215-B Renaissance Drive, Las Vegas, NV 89119-6727 with Frances Gutierrez - Customer Service Specialist, a person of suitable age and discretion, authorized by Registered Agent to accept service of process at the above address shown on the current certificate of designation filed with the Secretary of State.

That the description of the person actually served is as follows:

Gender: Female, Race: Hispanic, Age: 30's, Height: Seated, Weight: 120 lbs., Hair: Black, Eyes: Brown

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: 10/4/16

  
Judith Mae All

Registered Work Card# R-040570  
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:  
Nationwide Legal Nevada, LLC  
720 S. 4th Street, Suite 305  
Las Vegas, NV 89101  
(702) 385-5444  
Nevada Lic # 1656



**“EXHIBIT E”**

**“EXHIBIT E”**



C O R P O R A T I O N   S E R V I C E   C O M P A N Y™

## Notice of Service of Process

TRL / ALL  
Transmittal Number: 15683674  
Date Processed: 09/28/2016

**Primary Contact:** Service of Process Box  
Caesars Entertainment Corporation  
Corporate Offices  
One Caesars Palace Drive  
Las Vegas, NV 89109

**Electronic copy provided to:** Alicia Rocha  
Brenda Sanchez  
Erin Hansen  
Miriam Garcia  
Dina Brown

---

**Entity:** Caesars Enterprise Services, LLC  
Entity ID Number 3321869

**Entity Served:** Caesars Enterprise Services, LLC

**Title of Action:** David Loftis vs. Caesars Enterprise Services, LLC a/k/a and d/b/a Caesars Enterprise Service, LLC

**Document(s) Type:** Summons and Amended Complaint

**Nature of Action:** Discrimination

**Court/Agency:** Clark County District Court, Nevada

**Case/Reference No:** A-16-743149-C

**Jurisdiction Served:** Nevada

**Date Served on CSC:** 09/27/2016

**Answer or Appearance Due:** 20 Days

**Originally Served On:** CSC

**How Served:** Personal Service

**Sender Information:** Christian Gabroy  
702-259-7777

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC  
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)